



Kenton County School District | It's about ALL kids.

# Issue Paper

**DATE:**

November 7, 2022

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve The sales order renewal between Kenton County Student Nutrition and NutriSlice for one year with automatic annual renewals.

**APPLICABLE BOARD POLICY:**

Powers and Duties of the Board of Education 01.1

**HISTORY/BACKGROUND:**

Nutrislice is an online platform to deliver menus to the Kenton County School District community. NutriSlice provides access to menus, nutrition information, and allergen information through the website or smartphone application. The original contract was approved during the 2018-2019 school year, the pricing from the original contract has increased by \$408.16.

**FISCAL/BUDGETARY IMPACT:**

Annual subscription fee to be paid by Student Nutrition is \$4,808.16

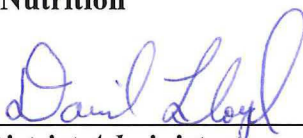
**RECOMMENDATION:**

Approval to execute the sales order renewal with NutriSlice.

**CONTACT PERSON:**

Elizabeth Hord, Director of Student Nutrition

  
Principal/Administrator

  
District Administrator

  
Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal—complete, print, sign and send to your Director. Director—if approved, sign and put in the Superintendent's mailbox.



Ref. #:

# Sales Order

## Renewal

### Overview

This Sales Order constitutes a contract between Kenton County SD ("Client") and Nutrislice, Inc. ("Nutrislice") for the purchase and provision of the Software, Services, and/or Products described below.

### Contact Information

Nutrislice	Kenton County SD
<b>Contact Name:</b> Emma Jarard	<b>Contact Name:</b> Elizabeth Hord
<b>Email:</b> emma@nutrislice.com	<b>Email:</b> elizabeth.hord@kenton.kyschools.us
<b>Phone:</b>	<b>Phone:</b> 8594459277
<b>Address:</b> 295 Interlocken Blvd. #100 Broomfield, CO 80021 US	<b>Address:</b> 1055 EATON DR FT WRIGHT, Kentucky 41017-9655 United States

**CONFIDENTIALITY NOTICE:** As further provided in the Terms and Conditions referenced below, proprietary information included in this Sales Order, including but not limited to pricing and product information, is confidential, except to the extent Client is a public (or publicly funded) entity and disclosure is required by applicable law.

## Sales Order Overview

### Term

<b>Term Length:</b>	12 Months
<b>Start Date:</b>	December 1, 2022
<b>End Date:</b>	November 30, 2023
<b>Next Renewal Date:</b>	December 1, 2023

### Billing

<b>Payment Terms:</b>	Net 30
<b>Initial Invoice Due Date:</b>	December 1, 2022
<b>Billing Frequency:</b>	Annually
<b>Annual Billing Date:</b>	December 1

### COST SUMMARY

<b>Initial Invoice Amount:</b>	\$4,808.16
<b>Total Contract Amount*:</b>	\$4,808.16
<b>Annual Subscription Fees*:</b>	\$4,808.16

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\* Calculated based on purchases in this Sales Order only – subject to change with any additional purchases and upon renewal.

## Purchase Details

Nutrislice agrees to provide the Software, Services, and/or Products and Client agrees to pay the corresponding amounts as provided in the following table(s)\*\*:

Subscription Fees – Recurring			
DESCRIPTION	QTY	UNIT PRICE (12 months)	INVOICE AMOUNT (Initial 12 months)
Nutrislice Menus - Pro	1	\$4,808.16 <i>Per Each</i>	\$4,808.16
		<b>SUBSCRIPTIONS SUBTOTAL</b> <i>For Initial 12 months</i>	\$4,808.16
		<b>SALES ORDER SUBTOTAL</b> <i>Term of 12 months</i>	\$4,808.16

Following the initial invoice, subsequent recurring Subscription fees are due annually. Unless the parties have agreed otherwise, purchased Subscriptions will be directly incorporated into any future renewal, subject to applicable pricing at that time.

\*\* Unless otherwise provided in this Sales Order and/or its Terms and Conditions, all purchases are non-cancellable, non-returnable (as applicable), and committed to by Client upon execution of this Sales Order.

## Terms and Conditions

Nutrislice's agreement to provide the Software, Services, and/or Products purchased hereunder is subject to and conditioned upon Client's agreement to and compliance with the terms, conditions and obligations (collectively, the "Terms and Conditions") provided in the following agreement(s), which shall hereby be incorporated into this Sales Order by reference :

- > the Nutrislice Software Subscription Agreement, version 3.3, which is located at and may be downloaded from the following URL:

[https://docs.nutrislice.com/Subscription-Agreement-v3\\_3.pdf](https://docs.nutrislice.com/Subscription-Agreement-v3_3.pdf)

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[Signature Page Follows]

## APPROVAL

By affixing my signature, I do hereby accept and agree, on behalf of the party named below, to this Sales Order, including the Terms and Conditions provided or incorporated by reference above and any attachments provided herewith, and do hereby acknowledge that I have full authority to do so.

For **Kenton County SD**:

For Nutrislice, Inc.:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Stanton Aydlett, CFO  
or other authorized signer

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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### Client Billing Information

Billing Contact Name/Dept:

Billing Email Address:

Tax Exempt? (Yes/No) \_\_\_\_\_